

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SIMONE GEORGES,

Plaintiff,

v.

FOODSCIENCE LLC dba
VETRISCIENCE LABS,

Defendant.

Case No. 2:25-cv-02972-KS

**STIPULATED PROTECTIVE
ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section

1 12.3, below, that this Stipulated Protective Order does not entitle them to file
 2 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
 3 that must be followed and the standards that will be applied when a party seeks
 4 permission from the court to file material under seal.

5 **B. GOOD CAUSE STATEMENT**

6 This action is likely to involve trade secrets, customer and pricing lists and
 7 other valuable research, development, commercial, financial, technical and/or
 8 proprietary information for which special protection from public disclosure and from
 9 use for any purpose other than prosecution of this action is warranted. Such
 10 confidential and proprietary materials and information consist of, among other
 11 things, confidential business or financial information, information regarding
 12 confidential business practices, or other confidential research, development, or
 13 commercial information (including information implicating privacy rights of third
 14 parties), information otherwise generally unavailable to the public, or which may be
 15 privileged or otherwise protected from disclosure under state or federal statutes, court
 16 rules, case decisions, or common law. Accordingly, to expedite the flow of
 17 information, to facilitate the prompt resolution of disputes over confidentiality of
 18 discovery materials, to adequately protect information the parties are entitled to keep
 19 confidential, to ensure that the parties are permitted reasonable necessary uses of such
 20 material in preparation for and in the conduct of trial, to address their handling at the
 21 end of the litigation, and serve the ends of justice, a protective order for such
 22 information is justified in this matter. It is the intent of the parties that information
 23 will not be designated as confidential for tactical reasons and that nothing be so
 24 designated without a good faith belief that it has been maintained in a confidential,
 25 non-public manner, and there is good cause why it should not be part of the public
 26 record of this case.

27 **2. DEFINITIONS**

28 2.1 Action: This pending federal lawsuit.

1 2.2 Challenging Party: a Party or Non-Party that challenges the
 2 designation of information or items under this Order.

3 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
 4 how it is generated, stored or maintained) or tangible things that qualify for protection
 5 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
 6 Cause Statement.

7 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
 8 Information or Items: extremely sensitive “Confidential Information or Items,”
 9 disclosure of which to another Party or Non-Party would create a substantial risk of
 10 serious harm that could not be avoided by less restrictive means.

11 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
 12 their support staff).

13 2.6 Designating Party: a Party or Non-Party that designates information or
 14 items that it produces in disclosures or in responses to discovery as
 15 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 16 ONLY”.

17 2.7 Disclosure or Discovery Material: all items or information, regardless
 18 of the medium or manner in which it is generated, stored, or maintained (including,
 19 among other things, testimony, transcripts, and tangible things), that are produced or
 20 generated in disclosures or responses to discovery in this matter.

21 2.8 Expert: a person with specialized knowledge or experience in a matter
 22 pertinent to the litigation who has been retained by a Party or its counsel to serve as
 23 an expert witness or as a consultant in this Action.

24 2.9 House Counsel: attorneys who are employees of a party to this Action.
 25 House Counsel does not include Outside Counsel of Record or any other outside
 26 counsel.

27 2.10 Non-Party: any natural person, partnership, corporation, association, or
 28 other legal entity not named as a Party to this action.

1 2.11 Outside Counsel of Record: attorneys who are not employees of a party
 2 to this Action but are retained to represent or advise a party to this Action and have
 3 appeared in this Action on behalf of that party or are affiliated with a law firm which
 4 has appeared on behalf of that party, and includes support staff.

5 2.12 Party: any party to this Action, including all of its officers, directors,
 6 employees, consultants, retained experts, and Outside Counsel of Record (and their
 7 support staffs).

8 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
 9 Discovery Material in this Action.

10 2.14 Professional Vendors: persons or entities that provide litigation
 11 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
 12 demonstrations, and organizing, storing, or retrieving data in any form or medium)
 13 and their employees and subcontractors.

14 2.15 Protected Material: any Disclosure or Discovery Material that is
 15 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
 16 ATTORNEYS’ EYES ONLY”.

17 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
 18 from a Producing Party.

19 3. SCOPE

20 The protections conferred by this Stipulation and Order cover not only
 21 Protected Material (as defined above), but also (1) any information copied or
 22 extracted from Protected Material; (2) all copies, excerpts, summaries, or
 23 compilations of Protected Material; and (3) any testimony, conversations, or
 24 presentations by Parties or their Counsel that might reveal Protected Material.

25 Any use of Protected Material at trial shall be governed by the orders of the
 26 trial judge. This Order does not govern the use of Protected Material at trial.

27 4. DURATION

28 Once a case proceeds to trial, all of the information that was designated as

1 confidential or maintained pursuant to this protective order becomes public and will
 2 be presumptively available to all members of the public, including the press, unless
 3 compelling reasons supported by specific factual findings to proceed otherwise are
 4 made to the trial judge in advance of the trial. *See Kamakana v. City and County of*
5 Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause”
 6 showing for sealing documents produced in discovery from “compelling reasons”
 7 standard when merits-related documents are part of court record). Accordingly, the
 8 terms of this protective order do not extend beyond the commencement of the trial.

9 **5. DESIGNATING PROTECTED MATERIAL**

10 5.1 Exercise of Restraint and Care in Designating Material for Protection.
 11 Each Party or Non-Party that designates information or items for protection under
 12 this Order must take care to limit any such designation to specific material that
 13 qualifies under the appropriate standards. The Designating Party must designate for
 14 protection only those parts of material, documents, items, or oral or written
 15 communications that qualify so that other portions of the material, documents, items,
 16 or communications for which protection is not warranted are not swept unjustifiably
 17 within the ambit of this Order.

18 Mass, indiscriminate, or routinized designations are prohibited. Designations
 19 that are shown to be clearly unjustified or that have been made for an improper
 20 purpose (*e.g.*, to unnecessarily encumber the case development process or to impose
 21 unnecessary expenses and burdens on other parties) may expose the Designating
 22 Party to sanctions.

23 If it comes to a Designating Party’s attention that information or items that it
 24 designated for protection do not qualify for protection, that Designating Party must
 25 promptly notify all other Parties that it is withdrawing the inapplicable designation.

26 5.2 Except as otherwise provided in this Order (*see, e.g.*, second paragraph
 27 of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
 28 Discovery Material that qualifies for protection under this Order must be clearly so

1 designated before the material is disclosed or produced.

2 (a) for information in documentary form (*e.g.*, paper or electronic
 3 documents, but excluding transcripts of depositions or other pretrial or trial
 4 proceedings), that the Producing Party affix at a minimum, the legend
 5 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “HIGHLY
 6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY (hereinafter “HIGHLY
 7 CONFIDENTIAL legend”), to each page that contains protected material. If only a
 8 portion or portions of the material on a page qualifies for protection, the Producing
 9 Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate
 10 markings in the margins).

11 A Party or Non-Party that makes original documents available for inspection
 12 need not designate them for protection until after the inspecting Party has indicated
 13 which documents it would like copied and produced. During the inspection and
 14 before the designation, all of the material made available for inspection shall be
 15 deemed “HIGHLY CONFIDENTIAL.” After the inspecting Party has identified the
 16 documents it wants copied and produced, the Producing Party must determine which
 17 documents, or portions thereof, qualify for protection under this Order. Then, before
 18 producing the specified documents, the Producing Party must affix the
 19 “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL legend” to each page
 20 that contains Protected Material. If only a portion or portions of the material on a
 21 page qualifies for protection, the Producing Party also must clearly identify the
 22 protected portion(s) (*e.g.*, by making appropriate markings in the margins).

23 (b) for testimony given in depositions that the Designating Party identify
 24 the Disclosure or Discovery Material on the record, before the close of the deposition
 25 all protected testimony.

26 (c) for information produced in some form other than documentary and for
 27 any other tangible items, that the Producing Party affix in a prominent place on the
 28 exterior of the container or containers in which the information is stored the legend

1 “CONFIDENTIAL”. If only a portion or portions of the information warrants
 2 protection, the Producing Party, to the extent practicable, shall identify the protected
 3 portion(s).

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 5 failure to designate qualified information or items does not, standing alone, waive
 6 the Designating Party’s right to secure protection under this Order for such material.
 7 Upon timely correction of a designation, the Receiving Party must make reasonable
 8 efforts to assure that the material is treated in accordance with the provisions of this
 9 Order.

10 **CHALLENGING CONFIDENTIAL DESIGNATIONS**

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 12 designation of confidentiality at any time that is consistent with the Court’s
 13 Scheduling Order.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 15 resolution process under Local Rule 37.1 et seq.

16 6.3 The burden of persuasion in any such challenge proceeding shall be on
 17 the Designating Party. Frivolous challenges, and those made for an improper purpose
 18 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
 19 expose the Challenging Party to sanctions. Unless the Designating Party has waived
 20 or withdrawn the confidentiality designation, all parties shall continue to afford the
 21 material in question the level of protection to which it is entitled under the Producing
 22 Party’s designation until the Court rules on the challenge.

23 **ACCESS TO AND USE OF PROTECTED MATERIAL**

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 25 disclosed or produced by another Party or by a Non-Party in connection with this
 26 Action only for prosecuting, defending, or attempting to settle this Action. Such
 27 Protected Material may be disclosed only to the categories of persons and under the
 28 conditions described in this Order. When the Action has been terminated, a Receiving

1 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

2 Protected Material must be stored and maintained by a Receiving Party at a
 3 location and in a secure manner that ensures that access is limited to the persons
 4 authorized under this Order.

5 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
 6 otherwise ordered by the court or permitted in writing by the Designating Party, a
 7 Receiving Party may disclose any information or item designated
 8 “CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
 10 as employees of said Outside Counsel of Record to whom it is reasonably necessary
 11 to disclose the information for this Action;

12 (b) the officers, directors, and employees (including House Counsel) of the
 13 Receiving Party to whom disclosure is reasonably necessary for this Action;

14 (c) Experts (as defined in this Order) of the Receiving Party to whom
 15 disclosure is reasonably necessary for this Action and who have signed the
 16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (d) the court and its personnel;

18 (e) court reporters and their staff;

19 (f) professional jury or trial consultants, mock jurors, and Professional
 20 Vendors to whom disclosure is reasonably necessary for this Action and who have
 21 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (g) the author or recipient of a document containing the information or a
 23 custodian or other person who otherwise possessed or knew the information;

24 (h) during their depositions, witnesses ,and attorneys for witnesses, in the
 25 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
 26 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
 27 not be permitted to keep any confidential information unless they sign the
 28 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise

1 agreed by the Designating Party or ordered by the court. Pages of transcribed
 2 deposition testimony or exhibits to depositions that reveal Protected Material maybe
 3 separately bound by the court reporter and may not be disclosed to anyone except as
 4 permitted under this Stipulated Protective Order; and

5 (i) any mediator or settlement officer, and their supporting personnel,
 6 mutually agreed upon by any of the parties engaged in settlement discussions.

7 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 8 ONLY.” Unless otherwise ordered by the court or permitted in writing by the
 9 Designating Party, a Receiving Party may disclose any information or item
 10 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

11 (a) the Receiving Party’s Outside Counsel of Record in this action, as well
 12 as employees of said Outside Counsel of Record to whom it is reasonably necessary
 13 to disclose the information for this litigation and who have signed the
 14 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
 15 A;

16 (b) Experts (as defined in this Order) of the Receiving Party to whom
 17 disclosure is reasonably necessary for this litigation and who have signed the
 18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (c) the court and its personnel;

20 (d) court reporters and their staff, professional jury or trial consultants, and
 21 Professional Vendors to whom disclosure is reasonably necessary for this litigation
 22 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
 23 A);

24 (e) the author or recipient of a document containing the information or a
 25 custodian or other person who otherwise possessed or knew the information.

26 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
 27 **PRODUCED IN OTHER LITIGATION**

28 If a Party is served with a subpoena or a court order issued in other litigation

1 that compels disclosure of any information or items designated in this Action as
 2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES’
 3 ONLY”, that Party must:

4 (a) promptly notify in writing the Designating Party. Such notification shall
 5 include a copy of the subpoena or court order;

6 (b) promptly notify in writing the party who caused the subpoena or order
 7 to issue in the other litigation that some or all of the material covered by the subpoena
 8 or order is subject to this Protective Order. Such notification shall include a copy of
 9 this Stipulated Protective Order; and

10 (c) cooperate with respect to all reasonable procedures sought to be pursued
 11 by the Designating Party whose Protected Material may be affected.

12 If the Designating Party timely seeks a protective order, the Party served with
 13 the subpoena or court order shall not produce any information designated in this
 14 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
 15 EYES ONLY” before a determination by the court from which the subpoena or order
 16 issued, unless the Party has obtained the Designating Party’s permission. The
 17 Designating Party shall bear the burden and expense of seeking protection in that
 18 court of its confidential material and nothing in these provisions should be construed
 19 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
 20 directive from another court.

21 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
 22 **PRODUCED IN THIS LITIGATION**

23 (a) The terms of this Order are applicable to information produced by a
 24 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
 25 produced by Non-Parties in connection with this litigation is protected by the
 26 remedies and relief provided by this Order. Nothing in these provisions should be
 27 construed as prohibiting a Non-Party from seeking additional protections.

28 (b) In the event that a Party is required, by a valid discovery request, to

1 produce a Non-Party's confidential information in its possession, and the Party is
 2 subject to an agreement with the Non-Party not to produce the Non-Party's
 3 confidential information, then the Party shall:

4 (1) promptly notify in writing the Requesting Party and the Non-
 5 Party that some or all of the information requested is subject to a confidentiality
 6 agreement with a Non-Party;

7 (2) promptly provide the Non-Party with a copy of the Stipulated
 8 Protective Order in this Action, the relevant discovery request(s), and a reasonably
 9 specific description of the information requested; and

10 (3) make the information requested available for inspection by the
 11 Non-Party, if requested.

12 (c) If the Non-Party fails to seek a protective order from this court within
 13 14 days of receiving the notice and accompanying information, the Receiving Party
 14 may produce the Non-Party's confidential information responsive to the discovery
 15 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
 16 not produce any information in its possession or control that is subject to the
 17 confidentiality agreement with the Non-Party before a determination by the court.
 18 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
 19 of seeking protection in this court of its Protected Material.

20 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 22 Protected Material to any person or in any circumstance not authorized under this
 23 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
 24 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
 25 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
 26 persons to whom unauthorized disclosures were made of all the terms of this Order,
 27 and (d) request such person or persons to execute the "Acknowledgment and
 28 Agreement to Be Bound" that is attached hereto as Exhibit A.

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
 4 inadvertently produced material is subject to a claim of privilege or other protection,
 5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 7 may be established in an e-discovery order that provides for production without
 8 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar
 9 as the parties reach an agreement on the effect of disclosure of a communication or
 10 information covered by the attorney-client privilege or work product protection, the
 11 parties may incorporate their agreement in the stipulated protective order submitted
 12 to the court.

13 **12. MISCELLANEOUS**

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 17 Protective Order no Party waives any right it otherwise would have to object to
 18 disclosing or producing any information or item on any ground not addressed in this
 19 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 20 ground to use in evidence of any of the material covered by this Protective Order.

21 12.3 Filing Protected Material. A Party that seeks to file under seal any
 22 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
 23 only be filed under seal pursuant to a court order authorizing the sealing of the
 24 specific Protected Material at issue. If a Party's request to file Protected Material
 25 under seal is denied by the court, then the Receiving Party may file the information
 26 in the public record unless otherwise instructed by the court.

27 **13. FINAL DISPOSITION**

28 After the final disposition of this Action, as defined in paragraph 4, within 60

1 days of a written request by the Designating Party, each Receiving Party must return
2 all Protected Material to the Producing Party or destroy such material. As used in this
3 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
4 summaries, and any other format reproducing or capturing any of the Protected
5 Material. Whether the Protected Material is returned or destroyed, the Receiving
6 Party must submit a written certification to the Producing Party (and, if not the same
7 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
8 (by category, where appropriate) all the Protected Material that was returned or
9 destroyed and (2) affirms that the Receiving Party has not retained any copies,
10 abstracts, compilations, summaries or any other format reproducing or capturing any
11 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
12 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
13 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
14 reports, attorney work product, and consultant and expert work product, even if such
15 materials contain Protected Material. Any such archival copies that contain or
16 constitute Protected Material remain subject to this Protective Order as set forth in
17 Section 4 (DURATION).

18 Any violation of this Order may be punished by any and all appropriate
19 measures including, without limitation, contempt proceedings and/or monetary
20 sanctions.

21
22 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

23
24 DATED: July 10, 2025

25
26 /s/ Catherine H. Friesen

27 Attorneys for Plaintiff

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1 /s/ Allan E. Anderson

2 Attorneys for Defendant

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4 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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6 DATED: July 10, 2025

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8 Karen L. Stevenson

9 Hon. Karen L. Stevenson
10 Chief U.S. Magistrate Judge

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EXHIBIT A

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California in the case of *Simone Georges v. FoodScience LLC dba VetriScience Laboratories*, Case No. 2:25-cv-02972-KS. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court
14 for the Central District of California for the purpose of enforcing the terms of this
15 Stipulated Protective Order, even if such enforcement proceedings occur after
16 termination of this action. I hereby appoint _____

17 [print or type full name] of _____ [print or type
18 full address and telephone number] as my California agent for service of process in
19 connection with this action or any proceedings related to enforcement of this
20 Stipulated Protective Order.

22 Date:

24 | City and State where sworn and signed:

26 Printed name:

28 | Signature: